### Josephine Community Library District
#### Board of Directors Regular Meeting
Thursday, June 10, 2021, at 5:30pm, Virtual Meeting
Call (669) 900-9128. Meeting ID #849 0226 5634
Grants Pass branch, 200 NW C Street  97526

**Agenda**

**Board members:**

<table>
<thead>
<tr>
<th>Position 1</th>
<th>Position 2</th>
<th>Position 3</th>
<th>Position 4</th>
<th>Position 5</th>
</tr>
</thead>
<tbody>
<tr>
<td>Beecher Ellison</td>
<td>Laurel Samson, Vice President</td>
<td>Gina Marie Agosta</td>
<td>Pat Fahey, President</td>
<td>John Harelson</td>
</tr>
</tbody>
</table>

**Agenda Items**

<table>
<thead>
<tr>
<th>Agenda Items</th>
<th>Action</th>
<th>Responsible</th>
<th>Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Call to Order</td>
<td></td>
<td>P. Fahey</td>
<td></td>
</tr>
</tbody>
</table>

**Standing Items**

1. Approval of agenda
   
   P. Fahey
   
   5 min

**Action Items**

1. Library Review of draft CDBG operational agreement with City of Cave Junction
   
   Discussion
   
   Lasky/Stover
   
   20 min

**Announcements**

1. Comments from board members
2. Date and agenda items for next meeting

   All
   
   P. Fahey
   
   5 min

**Adjourn**

P. Fahey

<table>
<thead>
<tr>
<th>Date and Time</th>
<th>Upcoming Meetings and Events</th>
</tr>
</thead>
<tbody>
<tr>
<td>June 14, 7:00pm</td>
<td>City of Cave Junction City Council Meeting, virtual TBA</td>
</tr>
<tr>
<td>June 16, 5:30pm</td>
<td>District Board Meeting, virtual TBA</td>
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</tbody>
</table>
TO: Josephine Community Library District Board of Directors  
FROM: Kate Lasky  
DATE: June 10, 2021  
SUBJECT: Operating agreement with the City of Cave Junction for block grant

The library district is seeking an operating agreement with the City of Cave Junction for a partnership in securing a Community Development Block Grant to help fund the Illinois Valley Library renovations. This memo gives an overview of the renovation project, the block grant process, and requested actions from the board.

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**Background**

The Illinois Valley Library, located at 209 W. Palmer in Cave Junction, was built in 1959 and has not been updated since the 1970s. The building has serious space and safety issues and continues to deteriorate.

**Illinois Valley Library renovation with meeting space and enhanced technology**

Based on the findings of the library’s 2019 Facilities Master Plan (see https://josephinelibrary.org/about-the-library/building-improvements) and ensuing feasibility study, the library now seeks to remodel and expand the 62-year-old library. Features would include a much-needed dedicated meeting space that community groups could access during or after library hours, enhanced technology including computers and broadband Internet, more space for educational and enrichment programs, safety and security improvements, and more room for books and other materials.

**Cost estimate and funding sources**

Based on initial concepts, cost estimates range from $1.5 to $2.2 million.

The library foundation and library district are working together on a portfolio of funding sources including private foundations, individual donors, and business sponsors. After June 30, the library will learn whether its request for $900,000 for this project is approved by the Oregon State Legislature as part of the Local Community Investments program using funding from the 2021 American Rescue Plan.

The library district would also like to apply for a Community Development Block Grant (CDBG) to help fund this project. The CDBG is a program of the U.S. Department of Housing and Urban Development (HUD), and focuses on communities that have a majority of low to moderate household incomes. The City of Cave Junction and the wider Illinois Valley area meet this criteria.

**The need for a CDBG partnership between the City of Cave Junction and the library**

Only city and county governments are eligible to apply for block grants, and they can sub-grant the funding to other entities like a library district or nonprofit organization. Because of
this eligibility requirement, the library needs the City of Cave Junction to be the lead applicant for the block grant process that the library would manage.

In March, library representatives introduced the idea of the proposed Illinois Valley Library renovations to the Cave Junction City Council. In May, the library introduced the idea of a CDBG partnership. The city council voted to continue exploring this partnership. The city also graciously hosted the May 24 public hearing for the presentation of design concepts to the Illinois Valley community.

After the hearing, the mayor agreed that the logical next step is to develop an agreement and present it at the June 14 city council meeting. The CDBG application process starts July 1, and the full application is due September 30.

**Overview of roles and responsibilities**
The operating agreement should include the following understandings about the City of Cave Junction’s responsibilities:

- Serve as the lead applicant for the CDBG process, with the library as sub-grantee.
- Host public hearings about the project and publish minutes for the hearings.
- Authorize the CDBG application for submittal in September.
- If the block grant is awarded, sign the contracts and take legal responsibility for the bid and contracting process which the library will coordinate.
- Transfer the operational responsibility for the design-build project and then for the building maintenance to JCLD.

The following would be the library’s responsibilities:

- Prepare any necessary project information for the City Council’s review.
- Research, write, and implement all aspects of the CDBG application process.
- Facilitate the two required public meetings hosted by the City of Cave Junction.
- Manage and pay for the environmental review, design concepts, grant writing, and other preliminary project activities to get to the point of grant award.
- Prepare the RFP and manage the bidding and selection process for design and construction.
- Hire the project manager, general contractor, and other vendors needed for the project.
- Carry out the renovation project — along with grant management, project management, and construction management — through to completion.
- Include a deed restriction on the property for three years to ensure that the property is used as intended by the block grant funding.
Block grant and library renovation activities and timeline
This table summarizes the schedule for the CDBG application and the renovation project.

<table>
<thead>
<tr>
<th>Activity</th>
<th>Timeframe</th>
</tr>
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<tbody>
<tr>
<td>Finalize operating agreement</td>
<td>Jun 2021</td>
</tr>
<tr>
<td>Complete the CDBG intake form as the first application step</td>
<td>Jul to Aug 2021</td>
</tr>
<tr>
<td>Develop and submit the CDBG application; results in November</td>
<td>Sep 30, 2021</td>
</tr>
<tr>
<td>Conduct environmental review, complete design and schematic drawings,</td>
<td>Jul to Dec 2021</td>
</tr>
<tr>
<td>hire project manager, publish RFP and select general contractor, prepare</td>
<td></td>
</tr>
<tr>
<td>construction documents, apply for permits</td>
<td></td>
</tr>
<tr>
<td>Break ground</td>
<td>Jan 2022</td>
</tr>
<tr>
<td>Renovate the Illinois Valley Library, including site work and construction</td>
<td>Jan to Dec 2022</td>
</tr>
<tr>
<td>Grand opening, renovated library open for community use</td>
<td>Dec 2022</td>
</tr>
</tbody>
</table>

Action requested
Included with this packet is a possible outline of an operating agreement between the City of Cave Junction and Josephine Community Library District.

Also included are three examples of agreements between a city government and another entity for a CDBG project:

- City of Grants Pass and Family Solutions, provided by Hornecker Cowling as a template
- City of St. Helens and Columbia County, provided by Business Oregon CDBG resources
- City of Talent, Jackson County, and City of Phoenix, provided by Business Oregon CDBG resources

Please review this outline and examples. The board will discuss the implications of such an agreement and the elements the board feels are essential for an agreement between the library district and the City of Cave Junction.

We will present the agreement outline and examples to the Cave Junction City Council on June 14. It’s expected that the Cave Junction city attorney will then draft the agreement.

Resources
Law offices of Hornecker Cowling LLP
State of Oregon, Business Oregon Community Development Block Grant liaison
Business Oregon Community Development Block Grant website
Business Oregon Community Development Block Grant 2021 Method of Distribution manual
Josephine Community Library Building Improvements web page
City of Cave Junction  
Community Development Block Grant Program  
Program Year 20XX-20XX

Funding Agreement
- Date of effect  
- Definitions  
- Project scope  
- Cost

Recitals
- City of Cave Junction status  
- District status  
- Facilities Master Plan  
- Partnership definition

General Provisions
Focus of Services
- Work to be performed  
- Beneficiaries  
- Compliance  
- Conduct and activity  
- Performance monitoring  
- Client income and residency requirements

Provision of Funds
- Payment procedures  
- Program budget  
- Use of funds  
- Program income

Records and Reporting
- Eligible participants  
- Beneficiary records  
- Quarterly reporting  
- Closeout  
- Records retention

Additional Provisions
- District status  
- Licenses  
- Background checks  
- Affirmative action and equal opportunity  
- Conflict of interest  
- Availability of funds  
- Termination  
- Reversion of assets  
- Taxes
• Recipient responsibilities
• Uniform administrative requirements
• Other program requirements
• Employees of recipient
• Waiver
• Attorney's fees
• Prompt payment
• Hatch act
• Lobbying
• Independence
• Personal identifying information
• Insurance: workers compensation and liability insurance
• Amendments
• Assignability
• Authority of signatories
• Service
• Venue
• Extent of agreement
CITY OF GRANTS PASS
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
CFDA Number: 14.218

Program Year 2020-2021

Family Solutions River Bend Day Treatment (Recipient)
Family Solutions River Bend Day Treatment (Program)

FUNDING AGREEMENT

THIS AGREEMENT is made and entered into on this 25th day of February, 2021 by and between the City of Grants Pass, an Oregon municipal corporation, hereinafter called "City;" and Family Solutions, an Oregon not for profit organization, hereinafter called "Recipient."

IN CONSIDERATION OF the sum of not more than Four-five Thousand Two Hundred Thirteen Dollars ($45,213) of PY 2020-2021 Community Development Block Grant monies to be paid by the City to the Recipient at the times and in the manner set forth in the General Provisions, the Recipient agrees to perform the services specified in the Program Description in all respects in accordance with and subject to the following Agreement Documents, all of which are attached hereto and by this reference made a part hereof:

2. Scope of Work
3. Program Budget

This Agreement shall only become effective following approval of the City of Grants Pass Community Development Block Grant Program Action Plan for Program Year 2020-2021 by the U.S. Department of Housing and Urban Development. Following said approval, this Agreement will become effective as of date entered above, and shall remain in effect to and including September 30, 2021, unless sooner terminated as provided elsewhere in the Agreement Documents. The term of this Agreement may be extended upon written agreement between the parties so that the Recipient can fully expend all CDBG funds provided under this Agreement for contracted activities.

GENERAL PROVISIONS

Funding for this agreement is being provided by the City utilizing federal Community Development Block Grant funds, which are received annually from the U.S. Department of Housing and Urban Development. The City's provision of the funds identified herein shall be contingent on the continued receipt of and access to said federal funding throughout the period covered by this agreement.

I. FOCUS OF SERVICES

1. WORK TO BE PERFORMED. Recipient shall satisfactorily perform the activities specified in the attached Appendix ‘A’, Scope of Work to be Performed by Recipient.

2. BENEFICIARIES. The activities undertaken with funding from this agreement must meet one of three national objectives established by the U.S. Congress for the Community Development Block Grant Program. Recipient covenants that the activities it will undertake with the funding will meet the following national objective: Activities primarily benefitting low- and moderate-income persons (24 CFR 570.483(b)). (Note: under the Grants Pass Community Development Block Grant program, the term “low income” is equivalent to the federal definition of “moderate income,” and the term “very low income” is equivalent to the federal definition of “low income.”)
3. **COMPLIANCE WITH APPROVED PROGRAM.** Activities funded under this agreement will be performed in accordance with the approved scope of work, the approved program budget, the terms of this agreement, and with the legal and administrative regulations governing federal, state, or other funds used in funding this agreement. In addition to complying with other pertinent guidelines or regulations not cited specifically herein, activities conducted under this agreement shall comply with the requirements of 2 CFR 200 (the "Super Circular," replacing OMB Circular A-122, Cost Principles for Non-Profit Organizations, and OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations.) In addition, Recipient agrees that it will carry out its activities in compliance with 24 CFR 570.200(j), which prohibits the use of CDBG funds for inherently religious activities.

4. **CONDUCT AND ACTIVITY IMPACTS.** If this agreement provides funding which will be used for rent, utilities or other costs directly associated with the use of physical facilities, Recipient certifies that no activity that may be deemed to be illegal shall occur at any time within the facility and/or within the course of operating the facility for which this agreement is providing funding. Recipient certifies that the activities conducted in, around, and/or in conjunction with the facility and operations for which this agreement is providing funding shall have minimal negative impact on adjoining or nearby businesses, residences or other buildings. In addition to any activity that may be deemed illegal, other activities exceeding minimal negative impact include, but are not limited to: activities producing noise loud enough to be heard 50 feet outside the facility or within adjoining businesses or residences; activities producing noxious odors; activities producing any other public or private nuisance; and activities which produce congregations of people, or the collection or storage of items or refuse, outside the facility in a way that impedes or blocks access to or through public or private rights of way, or that blocks pedestrian or vehicular access to any adjoining or nearby businesses or residences. Recipient agrees and understands that its failure to comply with the certifications contained in this paragraph will, at the City's discretion, be cause for temporary suspension of funding under this agreement until Recipient cures the problem, or for cancellation of this agreement.

5. **PERFORMANCE MONITORING.** The City will monitor the performance of the Recipient relative to the goals and outcomes described in this Agreement. Substandard performance as determined by the City will constitute noncompliance with this Agreement. If successful action to correct such substandard performance is not taken by the Recipient within a reasonable time after being notified by the City, agreement suspension or termination procedures will be initiated.

6. **CLIENT INCOME AND RESIDENCY REQUIREMENTS.** Services under this agreement shall be limited to residents of the City of Grants Pass; services shall be provided to recipients who qualify as "low income," "very low income," or "extremely low income" as those terms are defined in the City of Grants Pass Consolidated Plan, and specified by the annual income ranges outlined below:

<table>
<thead>
<tr>
<th>Household Size</th>
<th>Low Income</th>
<th>Very Low Income</th>
<th>Extremely Low Income</th>
</tr>
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<tbody>
<tr>
<td>1</td>
<td>$32,200</td>
<td>$20,150</td>
<td>$12,490</td>
</tr>
<tr>
<td>2</td>
<td>$36,800</td>
<td>$23,000</td>
<td>$16,910</td>
</tr>
<tr>
<td>3</td>
<td>$41,400</td>
<td>$25,900</td>
<td>$21,330</td>
</tr>
<tr>
<td>4</td>
<td>$46,000</td>
<td>$28,750</td>
<td>$25,750</td>
</tr>
<tr>
<td>5</td>
<td>$49,700</td>
<td>$31,050</td>
<td>$30,170</td>
</tr>
<tr>
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<tr>
<td>---</td>
<td>---</td>
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<td></td>
</tr>
<tr>
<td>6</td>
<td>$53,400</td>
<td>$33,350</td>
<td>$33,350*</td>
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<tr>
<td>7</td>
<td>$57,050</td>
<td>$35,650</td>
<td>$35,650*</td>
</tr>
<tr>
<td>8</td>
<td>$60,750</td>
<td>$37,950</td>
<td>$37,950*</td>
</tr>
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*The FY 2014 Consolidated Appropriations Act changed the definition of extremely low-income to be the greater of 30/50ths (60 percent) of the Section 8 very low-income limit or the poverty guideline as established by the Department of Health and Human Services (HHS), provided that this amount is not greater than the Section 8 50% very low-income limit. Consequently, the extremely low-income limits may equal the very low (50%) income limits. Income Limit areas are based on FY 2019 Fair Market Rent (FMR) areas (Grants Pass MSA; median income = $48,800).

II. PROVISION OF FUNDS

1. PAYMENT PROCEDURES. It is expected that Recipient will provide services for the entire length of the agreement period, and payments to Recipient are based on this expectation.

Payments will be made to Recipient no more than monthly nor no less than quarterly on a reimbursement basis in an amount not to exceed the actual costs incurred to deliver services under this Agreement during the reporting period.

Prior to release of any payment, and by the 15th day after the end of the reporting period, Recipient shall present to the City of Grants Pass Grants Specialist a billing statement requesting payment and certifying that services have been provided in compliance with the terms of this agreement and that the incurred costs for which reimbursement is sought constitute eligible expenditures under this agreement. No payment to Recipient will be released without the City having first received such a billing statement. Mailed billing statements should be addressed to: City of Grants Pass Grants Specialist, 101 NW 'A' Street, Grants Pass, Oregon, 97526. Recipient may also submit statements by e-mail (preferred) to Susan G Clark at sgclark@grantspassoregon.gov.

2. PROGRAM BUDGET. All items of cost for which Recipient seeks reimbursement from the City must be specifically contained in the Program Budget that is attached to this agreement and must be eligible costs as determined under the OMB Circulars referenced in Paragraph I.3, above. Any amendments to this approved Program Budget must be both requested and approved in writing.

3. USE OF FUNDS. Funds provided to Recipient under this agreement shall be used only for the provision of the services described in the Scope of Work, Appendix "A," and program budget. Any funds paid to Recipient and found subsequently not to have been used or needed for said services, shall be returned to the City immediately.

4. PROGRAM INCOME. Program Income is income received by Recipient that is generated through the use or investment of funding provided under this agreement, either during the term of this agreement or following expiration of this agreement. It is the City’s intent that no Program Income will be derived or received as a result of the funding being provided under this agreement. Disposition of CDBG Program Income received by the Subrecipient (or any contractor of the Subrecipient) shall be governed by the requirements outlined in the Scope of Work and in compliance with 24 CFR 570.504 (b) and (c).

III. RECORDS AND REPORTING

1. ELIGIBLE PARTICIPANTS. For purposes of the Program, eligible program participants are defined below. Any of the below circumstances may be used to qualify an individual for participation. For
services provided to populations that are not presumed to be low income, Recipient must verify and document the incomes of those they serve.

Income based: Low income, very low income, and extremely low-income persons or households: See the definition under paragraph I.6, above. Documentation of eligibility must be gathered and maintained as described in paragraph III.2.B, below.

Presumed Low Income Persons: The following categories of individuals are presumed by HUD to be principally low- to moderate-income. For services provided to populations that are not presumed to be low income, Recipient must document the condition present that meets the presumption of low income. Verification of household income is not necessary. NOTE: The presumption of LMI status may be challenged in a situation where there is substantial evidence that the person in the presumed LMI group that the activity is to serve is most likely NOT LMI.

A. Homeless individuals (including youths) and families with children: A person is considered to be homeless if they reside in places not meant for human habitation, such as cars, parks, sidewalks, or an abandoned building; if they reside in an emergency shelter, or transitional or supportive housing; if they reside in any of the above places but are spending a short time (up to 30 days) in a hospital or other institution; if they are being evicted within a week from a private dwelling and no subsequent residence has been identified and the person lacks the resources and support networks needed to obtain housing; or the person is being discharged within a week from an institution in which the person has been a resident for more than 30 consecutive days and no subsequent residence has been identified and the person lacks the resources and support networks needed to obtain housing.

B. Victims of domestic violence (battered spouses and abused children): A victim of domestic violence is someone who is or has been subject to abusive behavior carried out within a family or other domestic relationship, which behavior includes the use or threat of violence and/or intimidation. Abusive behavior may include physical abuse, psychological or emotional abuse, sexual abuse, or economic coercion.

C. Persons with severe disabilities: Persons are classified as having a severe disability if they: (a) used a wheelchair or had used another special aid for six months or longer; (b) are unable to perform one or more “functional activities” or need assistance with an “ADL or IADL”; (c) are prevented from working at a job or doing housework; or (d) have a selected condition including autism, cerebral palsy, Alzheimer’s disease, senility or dementia, or mental retardation. Also, persons who are under 65 years of age and who are covered by Medicare or who receive SSI are considered to have a severe disability. Adults with severe disabilities are presumed to have very low incomes; children with severe disabilities are NOT presumed to be low-income persons.

For purposes of this definition, the term “functional activities” includes seeing, hearing, having one’s speech understood, lifting and carrying, walking up a flight of stairs, and walking. An ADL is an “activity of daily living” which includes getting around inside the home, getting in or out of bed or a chair, bathing, dressing, eating, and toileting. An IADL is an “instrumental activity of daily living” and includes going outside the home, keeping track of money or bills, preparing meals, doing light housework, and using the telephone.

D. Elderly persons: A person is considered to be elderly if they are at least 62 years of age.

E. Migrant farm workers.
F. Illiterate persons.

G. Persons living with AIDS.

2. BENEFICIARY RECORDS. Recipient shall maintain a record for each beneficiary of the services funded under this agreement. This record shall include, at a minimum:

A. Eligibility Criteria, as identified within the City’s Consolidated Plan and defined above, describing the beneficiary. Eligible populations include:
   i. Homeless individuals (including youth) and families with children*;
   ii. Victims of domestic violence (battered spouses and/or abused children)*;
   iii. Persons with severe disabilities*;
   iv. Elderly persons*;
   v. Migrant farm workers*;
   vi. Illiterate persons*;
   vii. Persons living with AIDS*; or
   viii. Low income, very low income, and extremely low-income persons.

* Denotes presumed benefit clientele.

B. If the beneficiary is not by definition presumed to be low income, documentation of their household’s size and annual income, and that household’s status as a low income, very low income, or extremely low-income household, must be maintained. If the beneficiary participates in or benefits from another program for which the income criteria require that they be low income (as defined above) or lower, recertification of income is not required; however, the name and a description of the program for which their income was certified must be noted.

C. Demographic data documented for each beneficiary shall include their race and their ethnicity. The City will provide Recipient with a report form that delineates the ten (10) race and two (2) ethnicity categories to be reported.

D. The address of the beneficiary, if known.

3. QUARTERLY REPORTING.

A. Recipient shall provide to the City of Grants Pass Grants Specialist, by the 15th day of the month following the end of each calendar quarter, data descriptive of the program’s beneficiaries to include the number in each of the nine categories under 2.A, above; the number of beneficiaries who are low income, very low income, and extremely low income, as well as the number who are not low income, if any; the number of clients who are presumed to be low income according to the definitions listed above; and the race and ethnicity of beneficiaries served. The data described in this paragraph should be gathered and recorded on a monthly basis, and when provided to the City as part of Recipient’s quarterly report, should present each month’s data separately.

B. Recipient shall also provide to the City of Grants Pass Grants Specialist, by the 15th day of the month following the end of each calendar quarter, a narrative report on the progress of their program/service in meeting the objectives and outcomes noted in the Program Description attached to this agreement. This report should outline outstanding achievements, as well as problems or issues of concern that have been encountered.

4. ANNUAL REPORTING. Following the end of each calendar Program Year, on or before October 15th, Recipient shall provide to the City of Grants Pass Grants Specialist a final full-year report consisting of:
A. A compilation of the data provided in quarterly reports, as outlined in 3.A, above.

B. A financial accounting of all program/service expenditures for the term of this agreement, with a reconciliation of actual vs. budgeted expenditures.

C. A narrative report on the Recipient’s success in meeting targeted objectives and outcomes, in the format described in paragraph 3.B, above, but in this case, reporting results for the entire year covered by this agreement.

D. A completed Recipient employee race/national origin data form, a copy of which is being provided by the City.

5. CLOSEOUT. Recipient’s obligation to the City shall not end until all CDBG close-out requirements are met. Activities during this closeout period shall include, but are not limited to, making final payments, disposing of program assets, and submitting all required reports. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Recipient has control over CDBG funds, including program income.

6. RECORDS RETENTION. Recipient shall maintain all records required herein, open to inspection by the City and its representatives, until such time as an audit of financial and program service management by or on behalf of the City has been performed and the Recipient’s performance cleared. Records must be maintained for a minimum of four years or until any audit findings have been resolved.

IV. ADDITIONAL PROVISIONS

1. NON-PROFIT STATUS. Recipient shall maintain in good standing its status as a 501(c)(3) not-for-profit or equivalent organization, without suspension by the Oregon Secretary of State or Internal Revenue Service. Any change in or suspension of such status shall be reported immediately to the City.

2. LICENSES. Recipient shall obtain and maintain all required licenses, registrations, accreditations, and inspections from any and all agencies governing its operations. Recipient shall ensure that its staff and volunteers shall also obtain and maintain required licenses, registrations, accreditations, and inspections from all agencies governing the Agency’s operations hereunder.

3. BACKGROUND CHECKS. Recipient certifies that it has performed criminal background checks for any employees, volunteers, or other representatives who will have unsupervised contact with agency clients or contact with youth, elderly, or developmentally disabled clients while carrying out any activities funded under the agreement. Recipient also certifies they have utilized the information to assure appropriate placement and utilization of all employees, volunteers, and other representatives.

4. AFFIRMATIVE ACTION AND EQUAL OPPORTUNITY. Recipient will provide services to all clients meeting eligibility requirements without respect to age, citizenship status, color, familial status, gender identity or expression, marital status, mental disability, national origin, physical disability, race, religion, religious observance, sex, sexual orientation, and source or level of income. Recipient shall also comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279.
5. CONFLICT OF INTEREST. No member, officer, or employee of the Recipient, or its designee or agents, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for themselves or those with whom they have family or business ties, for work to be performed in connection with the activities and services funded under this agreement. The recipient shall also establish and maintain safeguards to prohibit employees from using their position for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

6. AVAILABILITY OF FUNDS. Initial and continued funding provided through this contract will be derived solely from Community Development Block Grant resources provided to the City by the U.S. Department of Housing and Urban Development (HUD). Said funding may be reduced or terminated, at the City's discretion, in the event that resources provided by HUD are reduced, redirected or eliminated.

7. TERMINATION. In accordance with 24 CFR 85.43, suspension or termination of this agreement may occur if the Subrecipient materially fails to comply with any terms of the award, and furthermore, the award may be terminated for convenience in accordance with 24 CFR 84.44. The City may impose sanctions on the Recipient for failure to comply with provision of this agreement. When sanctions are deemed necessary, the City may withhold unallocated funds, require return of unexpended funds, require repayment of expended funds, or cancel the funding agreement and recover all funds released prior to the date of notice of cancellation.

8. REVERSION OF ASSETS. Recipient agrees to return to City any CDBG funds on hand at the time this agreement expires, which amount shall include any accounts receivable that may be considered Program Income as described previously in this agreement.

9. TAXES. The City will report all payments made to Recipient that it is required to report by the Federal Internal Revenue Service and the State of Oregon Department of Revenue.

10. RECIPIENT RESPONSIBILITIES. The parties agree it is the Recipient’s responsibility to: make payment promptly, as due, to all persons supplying to Recipient labor or materials for the execution of the work provided for in the agreement; pay all contributions or amounts due the Industrial Accident Fund from Recipient or any sub-recipient incurred in the performance of the agreement ensure that any sub-recipient makes required payments to the Industrial Accident Fund or, upon sub-recipient's failure to do so, make said payments; not permit any lien or claim to be filed or prosecuted against the City on account of any labor or material furnished, and; pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

11. UNIFORM ADMINISTRATIVE REQUIREMENTS. Recipient shall comply with applicable uniform administrative requirements as described in 24 CFR Part 570.502.

12. OTHER PROGRAM REQUIREMENTS. Recipient shall carry out each activity in compliance with Federal laws and regulations described in 24 CFR Part 570, Subpart K, except that:
   a. Recipient does not assume the City’s environmental responsibilities described at 24 CFR Part 570.604; and
   b. Recipient does not assume the City's responsibility for initiating the review process under the provisions of 24 CFR Part 52.

13. EMPLOYEES OF RECIPIENT. Recipient shall pay employees for overtime work performed under the public agreement in accordance with ORS 279B.020, ORS 653.010 to 653.261, and the Fair Labor Standards Act of 1938 (29U.S.C. 201 et seq.).

14. WAIVER. Waiver of any breach of any provision of this agreement by either party shall not operate as a waiver of any subsequent breach of this same or any other provision of this agreement.
15. ATTORNEY'S FEES. In the event either party shall initiate any suit, action or appeal on any matter related to this agreement, then the court before whom such suit, action or appeal is taken shall award to the prevailing party such attorney's fees as the Court shall deem reasonable, considering the complexity, effort and result against the party who shall not prevail, and such award and all allowable costs of the event may be either added to or deducted from the balance due under this agreement, or be a separate obligation as appropriate.

16. PROMPT PAYMENT. If the Recipient fails to make prompt payment of any claim for labor or services furnished in connection with this agreement, the City may pay the claim and charge the amount against funds due or to become due to the Recipient.

17. HATCH ACT. Recipient agrees that no funds provided, nor personnel employed under this agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the United States Code.

18. LOBBYING. Recipient certifies that no federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or modification of any federal contract, grant, loan, or cooperative agreement.

If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, it will complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

19. INDEPENDENCE. Recipient is an independent entity pursuant to this agreement and shall not, in any way, be considered to be an affiliate, subsidiary, officer, agent or employee of the City. Recipient agrees that the City shall not be liable or responsible for any benefits, including, but not limited to, worker's compensation, disability insurance, retirement benefits, life insurance, unemployment insurance, health insurance or any other benefits which the Recipient may be required by law or agreement to provide to its employees, officers, agents, or Recipients. Recipient agrees that it shall not sue or file a claim, petition or application therefore against the City of Grants Pass or any of their officers, employees, agents, representatives or sureties with respect to such benefits. Recipient shall not have any authority to bind the City or to make any representations or warranties to accept service of process, to receive notice, or to perform any act or thing on behalf of the City except as authorized in writing by the City.

20. PERSONAL IDENTIFYING INFORMATION. Recipient agrees to safeguard personal identifying information in compliance with Oregon Revised Statute (ORS) 646A.600, the Oregon Consumer Identity Theft Protection Act and the Fair and Accurate Credit Transaction Act provisions of the Federal Fair Credit Reporting Act.

21. INSURANCE. Recipient shall indemnify, protect, defend, and hold City, its officers, agents, volunteers, and employees harmless against any actions, claim for injury or damage and all loss, liability, cost or expense, including court costs and attorneys fees, growing out of or resulting directly or indirectly from the performance of this agreement, except, to the extent not prohibited by ORS 30.140, for that resulting from the sole negligence of the City. Nothing in this agreement should be interpreted as imposing any liability on the City beyond the limits of the Oregon Tort Claims Act.
The types of insurance Recipient is required to obtain or maintain for the full period of this agreement will be:

**WORKERS COMPENSATION COVERAGE:** Recipient, its contractors, and all employers working under this Contract are subject employers under the Oregon Worker's Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers. Prior to this contract being effective, Recipient shall provide proof to the City of workers compensation coverage together with proof from the workers compensation insurer that the coverage cannot be modified, terminated, or canceled by the insurer without 3 months written notice sent by certified mail by the insurer carrier to the City. It is agreed that no person shall perform any acts on behalf of Recipient without having said workers compensation coverage to be in full force and effect.

**LIABILITY INSURANCE:** Recipient will maintain a policy of liability insurance in the form, and from an insurance company, approved by the City, which company is admitted or otherwise licensed to do business in the State of Oregon.

A. Said insurance shall insure Recipient for the benefit of the City of Grants Pass in not less than the amount of $1,000,000 single limit liability for each occurrence, and aggregate coverage of not less than $2,000,000.

B. The insurance shall cover any occurrences, resulting from any conduct, act, or failure to act, by Recipient, or by an employee, representative, or agent of Recipient, and which occurrence or occurrences result in damages of any kind, including, but not limited to, personal injury or death to any person or persons, damage to any property (personal or real), or damage to any contractual or other commercial right or interest.

C. Certificate of Insurance: Recipient shall require its insurance carrier to provide to the City of Grants Pass a certificate of insurance evidencing said coverage. Said policy shall provide that such coverage cannot be modified, terminated, or canceled by the carrier without 6 months written notice sent by certified mail by the insurance carrier to the City of Grants Pass. It is agreed that no person shall perform any acts on behalf of Recipient without having said insurance in full force and effect.

22. **AMENDMENTS.** The Grantee or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorize representative of each organization, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement.

The Grantee may, in its discretion, amend this Agreement to conform with Federal, state, or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Subrecipient.

23. **ASSIGNABILITY.** This agreement may not be assigned. If the Recipient attempts to assign or transfer any interest in this agreement, whether by assignment, delegation, or novation, without prior written consent of the City, this agreement shall be void.
24. AUTHORITY OF SIGNATORIES. Recipient and Recipient’s signators represent that the signators hold the positions set forth below their signatures and that the signators are authorized to execute this agreement on behalf of Recipient and to bind Recipient hereto.

25. SERVICE. Service of summons and complaint on the Recipient shall be deemed complete five (5) days after the date that the City Attorney deposits the summons and complaint in the U.S. Mail, postage prepaid, to the Recipient at the Recipient’s address as set out below. Other notices and communication sent to the parties shall be deemed to have been received five (5) days after the notice or communication has been deposited in the U.S. mail.

26. VENUE. Any disputes about the terms of this agreement will be brought before the Josephine County Circuit Court.

27. EXTENT OF AGREEMENT. This agreement supersedes any prior or contemporaneous oral or written agreements or understandings entered into by the parties. No modification of this agreement shall be valid unless set forth in writing and signed and dated by both parties to this agreement.

The Grantee and the Subrecipient have executed this Agreement on the last date indicated below:

**CITY OF GRANTS PASS**, by and through its elected officials

**FAMILY SOLUTIONS**, by and through its Board of Directors

By: Aaron Cubic

By: Thomas Johnson

Title: City Manager

Title: Executive Director

Signature

Signature

Date 02/02/21

Date 02/25/21

**APPROVED AS TO LEGAL SUFFICIENCY**

By Counsel

Date 02/21

**Recipient Contact:**
Dorothy Provencio
Chief Operating Officer
201 W Main Street Suite 4B
Medford OR 97501
(541) 414-1743
dprovencio@solutionsor.org

**Program Contact:**
Susan G Clark, Grants Specialist
101 Northwest “A” Street
Grants Pass, Oregon 97526
(541) 450-6015
sgclark@grantspassoregon.gov

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2020-2021 Family Solutions River Bend Play Equipment Subrecipient Agreement, page 10 of 10
APPENDIX ‘A’ TO RECIPIENT AGREEMENT

SCOPE OF WORK TO BE PERFORMED BY RECIPIENT [24 CFR 570.503(b)(1)]:

INTRODUCTION: Recipient will use CDBG funds from the City of Grants Pass to replace play equipment behind building owned and operated by the Recipient in Grants Pass, Oregon. Work to be performed includes:

- Replace antiquated play equipment in back yard with a safe play structure

In addition to the aforementioned services, the Recipient will maintain accurate and complete files on all individuals benefited with the City’s program funds. The Recipient will submit to the City project reports and requests for reimbursement not more than monthly or not less than quarterly. The Recipient will also submit a City fiscal year-end report no later than July 30 and a project year-end report no later than October 15.

CONSTRUCTION CONTRACT REQUIREMENTS: Recipient is expending CDBG funds from the City to conduct the capital construction work described above. Since Federal funds expended will exceed $2,000, requirements of the Davis-Bacon and Related Acts (DBRA) apply. These provisions include payment of prevailing wages to all workers employed by Recipients contractors and subcontractors working on this project. Recipient will ensure that the current DBA wage rates are included with all contracts with contractors and will also incorporate form HUD-4010 (Federal Labor Standards Provisions) in all contracts if necessary.

RECORDS: Recipient will provide City with copies of all contracts with contractors and subcontractors completing work associated with this project. Recipient will include with progress reports and reimbursement requests copies of all invoices received from contractors and subcontractors. Requests for reimbursement must match totals on attached invoices.

OBJECTIVES: This project will meet the Community Development Block Grant program national objective of benefitting very low-, low-, and moderate-income members of the community. All individuals assisted by and staying with the Recipient in facilities improved with these funds will qualify as very low-, low-, or moderate-income by virtue of their being abused or neglected children. The Recipient will provide the City with an accurate count of persons benefited upon request.

SERVICE AREA OF CDBG PROGRAM: Proposed work will be carried out within Grants Pass, Oregon.

SCHEDULE FOR COMPLETION OF WORK/PROJECT TIMETABLE: The project will be completed within the grant period but is expected to be finished by September 30, 2021.

TARGETED GOALS OF PROJECT: During the grant period, this project will replace play equipment at the facility ensuring a safe play area for abused and neglected children. It is estimated that 20-30 individuals will benefit as a result of the project.

BUDGET: The City is allocating a total of $45,213 in HUD CDBG funds to this project.
INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT is entered into by and between the City of St. Helens (the “City”), a political subdivision of the State of Oregon, and Columbia County (the “County”), a political subdivision of the State of Oregon regarding the Columbia Pacific Food Bank property located at 1421 Columbia Boulevard, St. Helens, Oregon.

RECITALS

WHEREAS, the Columbia Pacific Food Bank operates the St. Helens Food Pantry and serves as the Columbia County distribution facility that receives, sorts, re-packages, stores, and distributes food items to eligible recipients in Columbia County,

WHEREAS, the Columbia Pacific Food Bank purchased the property at 1421 Columbia Boulevard (formerly Columbia Electric Feed and Seed) for the purposes of relocating their current operations to a larger and more accessible facility; and

WHEREAS, the facility at 1421 Columbia Boulevard needs significant renovations; and

WHEREAS, the City and the Columbia Pacific Food Bank have a mutual interest in seeing the completion the renovations to the facility at 1421 Columbia Boulevard; and

WHEREAS, the City has applied for a grant from the Oregon Business Development’s Community Development Block Grant in the amount of $1,500,000 for the renovations of the facility at 1421 Columbia Boulevard; and

WHEREAS, the City has entered into a contract with the State of Oregon for the completion of the renovations to the facility and disbursement of grant funds; and

WHEREAS, the Columbia Pacific Food Bank has agreed to support this project through all phases of its development with the understanding that the funds to develop this project are subject to regulations by the State of Oregon and the United States of America; and

WHEREAS, the City and the Columbia Pacific Food Bank have agreed that the City shall manage the project through design and construction phases in partnership with the Columbia Pacific Food Bank; and

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. To complete renovations of the new Columbia Pacific Food Bank facility at 1421 Columbia Blvd. with the City as the lead applicant and entity that will administer the grant program in partnership with the Columbia Pacific Food Bank, who serves eligible recipients in the County.

2. That the grant application and subsequent work plan and other materials to be created will contain necessary details to complete the renovations to the building which will allow the Columbia Pacific Food Bank to serve each area in Columbia County.

3. That the grant application and subsequent work plan and other materials to be created will contain necessary details to comply with the 2018 and all other subsequent Community Development Block Grant Method of Distribution program requirements, which includes compliance with state and federal guidelines.
IDEMNITY

4. Each of the parties agrees to defend, indemnify and hold the other harmless from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses, resulting from or arising out of any negligent performance or failure to perform on the part of the indemnifying party, its officers, employees, or agents. The parties’ indemnity and hold harmless obligations are subject to the limitations of the Oregon Tort Claims act and any applicable limitations of the Oregon Constitution.

TERM & TERMINATION

5. This agreement shall be effective upon execution and shall continue in force for the period of 36 months (the timeframe allowed for grant closeout).

6. This agreement may be terminated by any party provided written notice is given to the other parties at least thirty (30) days prior to the termination date. Upon the receipt of notice of termination, the parties shall commence negotiations as to the equitable disposition of the improvements made and any outstanding fees and revenues.

AMENDMENTS

7. No amendment to this agreement shall be effective unless made in writing and signed by all parties.

CITY OF ST. HELENS

By: ______________________________

          Mayor

Date: ____________________________

COLUMBIA COUNTY

By: ______________________________

          Board Chair

Date: ______________________________
INTERGOVERNMENTAL AGREEMENT
AGREEMENT BETWEEN

CITY OF TALENT
and

JACKSON COUNTY and CITY OF PHOENIX

for

2020 EMERGENCY SMALL BUSINESS AND
MICRO-ENTERPRISE GRANT ASSISTANCE PROGRAM
(SBMA)

THIS AGREEMENT is entered into by and between the City of Talent (the “Lead”) and Jackson County and the City of Phoenix (the “Participants”).

I. AUTHORITY

THIS AGREEMENT is entered into between the City of Talent, (hereafter the Lead) and Jackson County and the City of Phoenix (hereafter Participants) pursuant to their respective governmental authorities. The Participants are authorized to enter into this Agreement under its respective constitution, bylaws, or resolution.

Upon completion of a public hearing, the Lead will execute this Intergovernmental Agreement (IGA) with the Participants. The Parties intend that this Agreement be liberally construed to effectuate its intent and purposes.

PURPOSE

a) The Lead and the Participants (collectively “the Parties”) enter into this consolidated Agreement to:
b) Recognize the government-to-government relationship between the Participants
c) Simplify the subcontracting process to allow increased direct services to all clients
d) Clarify roles and responsibilities for all parties involved
e) Define a timeline for the administration and disbursement of shared funds
f) Define a fund allocation model

II. DEFINITIONS

The Parties agree to the following definitions for the purposes of this Agreement.

Business: means a small business or microenterprise that is eligible for services under the terms of this Agreement.

Community Development Block Grant (CDBG): means the grant program through the U.S. Department of Housing and Urban Development (HUD), overseen through Business Oregon.

Intergovernmental Agreement, (IGA), or Agreement: means this consolidated Agreement between the
Participants and the Lead.

**Low to moderate income (LMI):** refers to the HUD-determined applicable income limits on an annual basis for all Oregon counties and metropolitan statistical areas.

"Low income" means income equal to or less than fifty (50) percent of the area median (adjusted by household size).

"Moderate income" means income equal to or less than eighty (80) percent of the area median (adjusted by household size).

**Monitoring:** includes any planned and ongoing or periodic activity that measures and ensures the Participants’ and Businesses compliance with the terms, conditions and requirements of this Agreement.

**Parties:** means the Lead and the Participants, who are the Parties to this Agreement.

**Personal Information:** means information identifiable to any person, including, but not limited to, information relating to a person’s name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security number, driver license number, other identifying numbers, and any financial identifiers.

**Qualifying Business:** means a business that has met the program’s business history, location, reporting, and financial guidelines.

**Retraction:** means the process by which any Participant voluntarily returns any part of its funding to the Subgrantee. Retraction includes both the voluntary relinquishment of jurisdictional authority to obligate any previously awarded funds dedicated to that service or program and the return, to Subgrantee, of any previously awarded funds for that purpose.

**Reporting:** Annual Reports and Quarterly Expenditure Reports means reporting forms consisting of all information, including operational and financial information, required by federal and/or state law for the contracted services and funds included in this Agreement or in subsequent amendments to this Agreement.

**Service Area:** refers to the geography in which beneficiaries of this program must reside, and includes the City of Talent, unincorporated Jackson County, and the City of Phoenix.

**Single Point of Contact:** means the project administrator, or contact within the Subgrantee organization. The Single Point of Contact will direct the flow of operational information about this Agreement, between the Parties.

**Statute:** means any federal or state law now in existence or any successor, amended or replacement law.

**Subgrantee:** means the contracted grant administrator or subgrantee.

### III. COMMUNICATION

Each Party will communicate with the Single Point of Contact identified by the other Party in this Agreement in writing to discuss reporting or other issues relative to this Agreement.
Program related communications may continue among program personnel and need not go through the Single Point of Contact.

IV. APPLICATION AND REPORTING

The Parties must submit application materials (see Appendix A) by June 18, 2020. The Parties acknowledge that if additional reporting requirements are imposed that necessitate additional reporting, as communicated by the Single Point of Contact, the Participants will submit additional reports upon reasonable notice of the requirement. By the end of the fiscal year, each of the Parties shall send electronic copies of its single Annual Report to the Single Point of Contact.

V. PAYMENT PROCEDURES AND TRANSFER OF STATE FUNDING

a) For the purposes of this Agreement, a fiscal year is July 1 to June 30.
b) The Parties agree that the total anticipated financial commitment for this Agreement is $150,000 and will be shared as detailed in Appendix A of this document.
c) Upon award, the Lead will transfer all funds to the Subgrantee. The Subgrantee will disburse funds to businesses in accordance with the Fund Allocation Model in Appendix B.
d) If any individual Party does not spend their allocated funds within 30 days, funds will be returned to a general pool. The general pool of funding will be made available to Qualifying Businesses on a first-come-first-served basis.
e) There are to be no charges for services between the Parties. Administration fees will be paid exclusively as outlined by the Subgrantee Agreement.
f) Payments are subject to availability of federal and state legislatively appropriated funds.

VI. RECORDS

a) The Parties shall maintain all accounting records in accordance with government requirements and generally accepted accounting principles, and all transactions will be made in compliance with 2 CFR Part 200.
b) The Parties agree that the Subgrantee shall maintain client files. The Parties agree to provide pertinent information to the Subgrantee in a timely manner.
c) The Parties shall cooperate with the Subgrantee in the performance of federal and state required monitoring activities related to the programs and services of this Agreement.

VII. PRIVACY AND NONDISCLOSURE

a) Personal information. Personal information including used or acquired in connection with this Agreement is protected against unauthorized use, disclosure, modification, or loss. The Parties agree that personal information shall be used solely for the purposes of the services set forth in this Agreement and shall not be divulged, published, transferred, sold or otherwise made known to unauthorized persons without written consent of the person to whom the personal information pertains, that person's parent or legal guardian, or as otherwise required by law. The Parties agree to implement physical, electronic, and managerial policies, procedures and safeguards to prevent unauthorized access, use or disclosure of
b) **Aggregate Information.** The Parties agree that raw data and analyses generated by virtue of this Agreement will remain anonymous data and shall not be linked with personal information or individually identifiable data from any source.

c) **Access to Privacy Information.** The Parties agree that access to both personal information and aggregate information shall be limited to staff whose duties specifically require access to such data in the performance of their assigned duties. Those staff members whose duties require that they have access to the data shall be notified of confidentiality requirements, regarding use and disclosure, prior to accessing either personal or aggregate information.

d) **Public Records Laws.** Notwithstanding the foregoing, each party’s obligation to maintain the confidentiality of information provided to the party under this Agreement is conditioned on and subject to the party’s obligations under the Oregon Public Records Law, ORS 192.311 to 192.431, which may require disclosure of information as a “public record” unless exempt under ORS 192.345 or 192.355.

VIII. **RESPONSIBILITIES OF THE PARTIES**

a) The Parties shall comply with all applicable federal and state regulations governing the use of federal and state funds.

b) The Parties shall direct any written requests or inquiries related to the program to the Single Point of Contact.

c) The Parties shall provide the Single Point of Contact any requested information or documentation in a timely manner.

d) The Parties will provide the Required Jurisdiction Application Materials

e) The Parties shall provide and promote good faith efforts to work together and communicate a shared vision.

IX. **RETOCESSION**

a) Any of the Parties may terminate or retrocede their participation in this program via written communication at least thirty (30) days prior to the effective date of the termination or retrocession.

b) If the Lead terminates or retrocedes their participation in this program, they will exert good faith and timely efforts to coordinate the transfer of responsibility to a willing Participant. The new Parties may then execute a new and separate agreement.

X. **AMENDMENTS**

If there are significant changes impacting any Party, each reserves the right to amend this Agreement. Any such action will be initiated in writing to the Single Point of Contact and then circulated amongst the group. Upon unanimous written consent, such amendments to the agreement will be adopted.

XI. **CONFLICT RESOLUTION**

a) The Parties agree to work cooperatively to accomplish all of the terms of this Agreement, however, acknowledge that there may be instances in which either the Lead or the Participants have not complied with the conditions of this Agreement or that clarification is necessary to interpret provisions of this Agreement. In such an instance, the Lead and the Participants shall attempt to resolve the matter through discussions. If unsuccessful, the Participants and the Department agree to refer the matter to non-binding mediation.
b) Either Party may request that a mediator be selected to assist in resolving any conflict or dispute. The mediator shall be jointly selected and shall be approved by all parties. The cost of a mediator shall be born equally by the Parties with neither Party using funds dedicated for the programs nor services contained in this Agreement.

c) If the mediator cannot resolve the conflict or dispute then the issue shall be brought before a Disputes Board. The Disputes Board shall consist of three (3) individuals; one (1) selected by the Participants, one (1) selected by the Department and a third party to be chosen by the first two. The Disputes Board shall review all issues, concerns and conflicts with a goal to determine acceptable solutions for both parties. The decisions of the Disputes Board shall be final and binding on both parties.

XII. TERM

THIS AGREEMENT shall become effective June 1, 2020 and end on June 30, 2023, unless extended or terminated prior to that date, as provided herein.

XIII. SURVIVABILITY.

The terms and conditions contained in this Agreement that by their sense and context are intended to survive the expiration or termination of this Agreement shall so survive.

THE FOLLOWING REPRESENTATIVES, by virtue of their respective representative capacities hereby approve this Agreement as affirmed by their signatures below.

\[Signature\]

Sandra Spellissy, City of Talent, City Manager

[Signature]

Danny Jordan, Jackson County, County Administrator

[Signature]

Eric Swanson, City of Phoenix, Interim City Manager

[Signature]

13 July 2020

Date

Date

Date

[Remainder of page left blank.]
THE UNDERSIGNED, as authorized officials on behalf of the parties, have executed this Intergovernmental Agreement for the 2020 Emergency Small Business Assistance and Micro-Enterprise Grant Assistance Program, which shall be effective as of the date of execution hereof on behalf of the Parties.

GRANTEE (Lead Jurisdiction)

City of Talent

Sandra Spelliscy, City Manager

13 July 2020

/ Date

PARTICIPANT

Jackson County

Danny Jordan, County Administrator

/ Date

City of Phoenix

Eric Swanson, Interim City Manager

/ Date

SUBGRANTEE (Administrator)

Southern Oregon Regional Economic Development, Inc.

Colleen Padilla, Executive Director

/ Date